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November 26, 2013

Federal Election Commission  
General Counsel's Office  
999 E Street, NW  
Washington, D.C. 20463

Via Certified Mail Tracking No. 7012 1010 0003 6984 6996

Re: MUR 6761

Dear General Counsel:

Mr. Kenneth Barfield and I received correspondence from Mr. Jeff S. Jordon dated November 14, 2013 concerning the referenced matter. Mr. Barfield previously received a letter from the FEC concerning the same subject matter. That letter was referenced under RR 13L-36. I responded to that letter and submitted Statement of Designation of Counsel. I assume that based on that designation, I have been copied with this most recent correspondence. I continue to represent Mr. Barfield in this matter. Please advise me if I need to file an additional Statement of Designation of Counsel referencing the above MUR number.

Mr. Barfield makes no response at this time to the allegations contained in the complaint received by the FEC. I am writing to inform the Commission of the effort made by Mr. Barfield to raise funds to make up the shortage in the Dewhurst for Texas accounts. Mr. Barfield and others were sued by the Dewhurst for Texas Committee (DFT) and the David Dewhurst Committee (DDC)<sup>1</sup>. The subject matter of the suit was the missing funds from DFT and DDC. Mr. Barfield has entered into a settlement agreement with the plaintiffs wherein he agreed to a judgment in the principal about of \$3,750,000. Most importantly to the FEC matter, the settlement required him to convey his personal residence to a settlement trust so that it can be sold and the net proceeds paid to the two committees as the plaintiffs see fit. The home has been transferred to the

<sup>1</sup> The David Dewhurst Committee supports Lt. Governor Dewhurst state campaigns.

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FEDERAL ELECTION  
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OFFICE OF GENERAL  
COUNSEL

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settlement trust but has not yet sold. It is anticipated that the net proceeds will be in the \$800,000 to \$1,000,000 range. Of course, this is based on a market analysis of the property and the actual net proceeds may be higher or lower. I have included with this letter a copy of the settlement agreement with attachments.

Mr. Barfield also faces criminal prosecution relating to the funds missing from DFT and DDC. The case is being actively pursued by the Travis County District Attorney's Office. We expect charges to be filed in the near future.

If the Commission finds reason to believe that Mr. Barfield has violated the Act, Mr. Barfield desires to engage in the conciliation process. We believe that this is a matter best handled by agreement. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to be 'E. G. Morris', with a long horizontal flourish extending to the right.

E. G. Morris  
Enclosure

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CAUSE NO. D-1-GN-13-000820

DAVID DEWHURST COMMITTEE  
DEWHURST FOR TEXAS and DAVID H.  
DEWHURST,

Plaintiffs,

v.

KENNETH BARFIELD, JAN BARFIELD,  
ALEXANDER GROUP CONSULTING,  
LLC, THE ALEXANDER GROUP, INC.,  
A. F. GAVIN, LLC, AUSTIN  
PROPERTIES, LLC, WESTERN  
PROPERTY DEVELOPMENT  
COMPANY, LLC, BENTLEY  
RESOURCES, LLC (TEXAS), BENTLEY  
RESOURCES, LLC (NEVADA),  
MICHAEL LOONEY, BLACK PEARL  
EXPLORATION, LLC, BLACK PEARL  
SEISMIC, LLC, TESNUS ENERGY  
COMPANY, INC., and CORSAIR  
PARTNERS, LLC,

Defendants.

IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

53<sup>rd</sup> JUDICIAL DISTRICT

**GLOBAL SETTLEMENT AGREEMENT**

This Settlement Agreement ("Settlement Agreement") is made and entered into as of the 30<sup>th</sup> day of August, 2013 by and between the David Dewhurst Committee ("DDC"), Dewhurst for Texas ("DFT") and David H. Dewhurst ("Dewhurst") on the one hand and Kenneth A. Barfield, Jr., a/k/a Kenneth Barfield; Jan Barfield; Alexander Group Consulting, LLC; The Alexander Group, Inc.; A. F. Gavin, LLC; Austin Properties, LLC; Western Property Development Company, LLC; Bentley Resources, LLC (Texas); and Bentley Resources, LLC (Nevada) (collectively referred to as the "Barfield Defendants") on the other hand. DDC, DFT and Dewhurst are collectively referred to as the Plaintiffs. Plaintiffs and the Barfield Defendants are collectively referred to as the "Settling Parties."

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WHEREAS, DDC and DFT have filed suit against the Barfield Defendants in which DDC and DFT allege that Kenneth Barfield, acting individually, as well as through Defendants Alexander Consulting, LLC and The Alexander Group, Inc., during the course of their employment by DDC and DFT misappropriated funds from them over the course of several years; used the misappropriated funds for Kenneth Barfield's personal gain, including without limitation the funding of the remaining Barfield Defendant business organizations, in all of which Kenneth Barfield was or is the sole owner, officer, director, member, manager or successor in interest, as the case may be;

WHEREAS, DDC and DFT allege that Kenneth Barfield currently possesses the misappropriated funds and/or the proceeds or mutations thereof;

WHEREAS, DDC and DFT allege claims against Defendant Jan Barfield that are derivative of their claims against Kenneth Barfield;

WHEREAS, Dewhurst alleges a breach of a loan agreement with Kenneth Barfield; (all claims collectively being referred to as the "Allegations");

WHEREAS Plaintiffs filed a lawsuit against the Barfield Defendants and others in Case No. D-1-GN-13-000820 in the 53rd Judicial District Court of Travis County, Texas (the "Lawsuit") in which DDC, DFT and Dewhurst as Plaintiffs seek to recover from the Barfield Defendants, monetary damages, injunctive relief, a declaratory judgment of constructive trusts over certain assets, the legal titles of which are respectively in Defendants Kenneth Barfield and Jan Barfield, as the case may be;

WHEREAS Kenneth Barfield and Jan Barfield hold record title to the following property, to wit:

Lot 6, of Sunset Hill Enfield, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, Page 164, of the Plat Records of Travis

Count, Texas and bearing the street address of 1606 Watchhill Road, Austin,  
Texas 78703

(hereafter the "Watchhill Property");

WHEREAS, Plaintiffs DDC and DFT allege that they are the true owners of the Watchhill Property, which they allege is being held for their sole benefit by Defendants Kenneth Barfield and Jan Barfield pursuant to Texas constructive trust law;

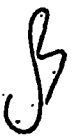
WHEREAS the Watchhill Property has a first, secured mortgage which secures a note in the amount of \$1,445,000, which note and mortgage are owned by Bank of America as Trustee for a Mortgage Stanley Mortgage Loan Trust and being serviced by America's Servicing Company (an affiliate of Wells Fargo);

WHEREAS Dewhurst, at the request of the Barfields and as part of the settlements set out herein, has advanced sufficient funds to the second lienholder of Watchhill Property so that Dewhurst has been subrogated into the position of said second lienholder and, with the consent of the Barfields, the liens and rights of the second lienholder are now held by Dewhurst;

WHEREAS, Plaintiffs and the Barfield Defendants dispute each other's legal positions in the Lawsuit and, in the absence of full and final settlement, all parties are committed to pursue the Lawsuit to its legal conclusion;

WHEREAS in an effort to resolve their differences and avoid litigation relating to the Allegations, Plaintiffs and the Barfield Defendants have mutually reached an agreement to settle and compromise all of Plaintiffs' claims and causes of action against the Barfield Defendants; and

WHEREAS Plaintiffs and the Barfield Defendants desire to enter into this Settlement Agreement in order to reach a full and final settlement upon the terms and conditions set forth herein.

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**f. The Barfield Defendants, or any one of them, have not made any transfers that would qualify as fraudulent transfers under the Texas Uniform Fraudulent Transfer Act;**

**g. The Barfield Defendants, or any one of them, have not conveyed, assigned, transferred or hypothecated any property that is the subject of the Lawsuit or non-exempt property other than what has been previously disclosed in and outside discovery in the Lawsuit;**

**h. Each Barfield Defendant business organization has performed all legal acts necessary for the business organization to enter into this Settlement Agreement; and**

i. Kenneth Barfield has legal capacity and authority to execute this Settlement Agreement in behalf of and as the act and deed of each Barfield Defendant business organization.

**2. REPRESENTATIONS AND WARRANTIES OF DDC, DFT AND DEWHUST.** The Plaintiffs provide the following representations and warranties, which the parties agree are material inducements to this Global Settlement Agreement:

a. DDC, DFI, and Dewhurst are the legal and equitable owners of all claims that are the subject of the Lawsuit or which could be brought by them in the Lawsuit against the Barfield Defendants, or any one of them;

b. DDC, DFI, and Dewhurst, or any one of them, have not assigned, transferred, or hypothecated any claim that is the subject of the Lawsuit or which could be brought in the Lawsuit;

**c. Each Plaintiff non-profit organization has completed all legal acts necessary for it to enter into this Settlement Agreement;**

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d. The person executing this Settlement Agreement in behalf of each Plaintiff non-profit organization has legal capacity and authority to execute and deliver to the Barfield Defendants this Settlement Agreement in behalf of and as the act and deed of each Plaintiff non-profit organization.

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3. **MUTUAL RELEASES.** Plaintiffs, their past and/or present parents, subsidiaries and affiliates, and their past and/or present predecessors, successors, insurers, assigns, representatives, officers, directors, agents, attorneys, jointly and severally, hereby release, acquit, and forever discharge the Barfield Defendants, jointly and severally, from any and all Released Claims. The Barfield Defendants, their past and/or present parents, subsidiaries and affiliates, and their past and/or present predecessors, successors, insurers, assigns, representatives, officers, directors, agents, attorneys, jointly and severally, hereby release, acquit, and forever discharge the Plaintiffs, jointly and severally, from any and all Released Claims. "Released Claims" means any demand, claim, or cause of action relating to or arising out of the Allegations, whether known or unknown, asserted or unasserted, including but not limited to claims and causes of action for fraud, breach of fiduciary duty, violation of the Theft Liability Act, conversion, civil conspiracy, assumpsit, money had and received, unjust enrichment, declaratory judgment, negligence, gross negligence, or any other claims that were asserted or could have been asserted in the Lawsuit. The Released Claims shall not include the liability of the Barfields on the first and second lien notes and the deeds of trust and other documents executed in connection with or securing the same, which are to be released only following payments per the terms hereof.

4. **ESTABLISHMENT OF SETTLEMENT TRUST.** For the purpose of facilitating this Settlement Agreement, Plaintiffs shall establish The Barfield Litigation Settlement Trust ("Settlement Trust"), a trust upon terms and conditions that they in their sole



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discretion may determine to be reasonable and/or necessary to facilitate the implementation and performance of this Settlement Agreement. Plaintiffs appoint the Settlement Trust as their agent to receive from the Barfield Defendants such moneys, property, and benefits as they may be entitled to and from time to time designate under this Settlement Agreement. The Settlement Trust joins with Plaintiffs in this Settlement Agreement, agrees to be bound by its terms and conditions, and binds itself to the mutual releases and indemnifications made and given by Plaintiffs to the Barfield Defendants. The Settlement Trust is expressly made a third party beneficiary of this Settlement Agreement with the power to enforce it in its own name without requirement of joinder by DDC, DFT, or Dewhurst.

**5. CONVEYANCE OF THE WATCHHILL PROPERTY TO SETTLEMENT TRUST.** With respect to the Watchhill Property, the Settling Parties agree as follows:

a. Defendants Kenneth Barfield and Jan Barfield are the legal owners of certain real property located in Travis County, Texas, locally known as 1606 Watchhill Road; Austin, Texas 78703, and legally described as follows:

Lot 6, of Sunset Hill Enfield, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, Page 164, of the Plat Records of Travis County, Texas, locally described as 1606 Watchhill Road, Austin, Texas 78703

b. Contemporaneous with the final execution by all parties of this Settlement Agreement, Defendants Kenneth Barfield and Jan Barfield shall execute and deliver to the Settlement Trust a Special Warranty Deed in the form attached hereto as Exhibit A, by which they convey fee simple ownership in the Watchhill Property to the Settlement Trust.

c. Kenneth Barfield and Jan Barfield hereby jointly represent and warrant that the Watchhill Property is being conveyed to the Settlement Trust in good faith and in

Property. If for any reason the Barfields have not vacated the premises by November 15, 2013, they agree to the entry and enforcement of the agreed injunction attached hereto as Exhibit B.

f. The parties acknowledge that Dewhurst is the current owner and holder of the liens, priorities and rights of the holder of the second lien deed of trust, having been subrogated to said liens, priorities and rights as previously held by Silver State Financial Services through advances made to Silver State Financial Services; and Kenneth and Jan Barfield are executing a subrogation agreement in the form attached hereto as Exhibit C (the "Subrogation Agreement") in connection with this settlement to acknowledge these facts.

g. The Barfield Defendants, their past and/or present parents, subsidiaries and affiliates, and their past and/or present predecessors, successors, insurers, assigns, representatives, officers, directors, agents, attorneys hereby release, acquit, and forever discharge the Settlement Trust, its trustee and any law firm of the trustee from any and all claims arising out of relating to its effectuation of the terms of this Settlement Agreement, including but not limited to claims of negligence and gross negligence.

6. **ASSIGNMENT OF OTHER ASSETS.** The Barfield Defendants hereby forever acquit, assign and transfer to Plaintiffs DDC and DFT the following assets:

a. any and all right, title and interest to payments, distributions, refunds, assets, recoveries, repayments or any other thing of value owed to the Barfield Defendants, now or in the future, from Corsair Partners LLC, Michael Looney, Black Pearl Exploration, LLC, Black Pearl Seismic, LLC, Tesnus Energy Company, Inc., or any company owned in whole or in part, directly or indirectly, by Michael Looney; and

b. any and all causes of action the Barfield Defendants may have against Corsair Partners LLC, Michael Looney, Black Pearl Exploration, LLC, Black Pearl Seismic, LLC, Tesnus Energy Company, Inc., or any company owned in whole or in part, directly or indirectly, by Michael Looney. This assignment includes claims owned by Barfield in any and all capacities, including without limitation as an owner or director of any company owned in whole or in part, directly or indirectly, by Michael Looney.

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7. **PAYMENT TO BARFIELDS.** The Barfields and Dewhurst stipulate and agree that the payoff amount for the second lien on the Watchhill Property (which second lien is now held by Dewhurst per the Subrogation Agreement) is \$240,000. Proceeds available to pay off the second lien shall be distributed as follows: (i) the first \$60,000 shall be paid to and retained by Dewhurst, and (ii) the remaining proceeds (up to \$180,000) shall be paid to Dewhurst. If the Barfields moved out of the Watchhill Property by November 1, 2013, Dewhurst shall pay 50% of the remaining proceeds to the Barfields within fourteen (14) days of receipt. Under no circumstances will the total amount paid to the Barfields under this paragraph exceed \$90,000. If the Barfields move out of the Watchhill Property after November 1, 2013, the payment due them under this paragraph shall be reduced by \$2,000 for each day beyond November 1, 2013 that they remain. If the Barfields do not move out by November 15, 2013, no payment shall be due under this paragraph. The Barfields acknowledge that this is an unsecured payment obligation of Dewhurst, and the Barfields further acknowledge and agree that this paragraph seven supersedes the prior memorandum of understanding addressing this subject matter. Dewhurst authorizes the trustee of the Settlement Trust to make this payment to the Barfields from proceeds from the sale of the Watchhill Property.

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8. **AGREED JUDGMENT.** Concurrently with the execution of the Settlement Agreement, the Barfield Defendants agree to have entered the agreed judgment in the form attached hereto as Exhibit D (the "Agreed Judgment"). The parties further agree to attempt to sever Plaintiffs' claims against the Barfield Defendants into a separate cause so that the Agreed Judgment may become immediately effective. The Agreed Judgment awards to Plaintiffs DDC and DFT against the Barfield Defendants (except Jan Barfield), jointly and severally, the amount of \$3,750,000 plus \$400,000 in attorneys' fees, all of which shall accrue post-judgment interest at five (5) percent per annum until paid. The Agreed Judgment also imposes a constructive trust over the Watchhill Property and awards Plaintiffs DDC and DFT an equitable lien over such property as recited therein. The Agreed Judgment is subject to execution at any time in accordance with the laws of the State of Texas or any other state in which Plaintiffs DDC and DFT in their sole discretion decide to domesticate or otherwise enforce it.

9. **DISMISSAL OF SUIT AS TO JAN BARFIELD.** Upon delivery of the executed Special Warranty Deed and entry of the Agreed Judgment, Plaintiffs shall cause to be filed in the Lawsuit Plaintiffs' motion to dismiss Defendant Jan Barfield with prejudice and promptly obtain the signature and entry by the Court of an Order of Dismissal with Prejudice as to Defendant Jan Barfield.

10. **NON-DISCHARGEABLE DEBT.** The Barfield Defendants represent and warrant that the Agreed Judgment is intended to be the civil law equivalent of an order of restitution and, like such an order, the Settling Parties intend that the Agreed Judgment should not be subject to discharge in any bankruptcy or similar proceeding. The Barfield Defendants agree that if any bankruptcy or similar proceeding is filed, they will reaffirm the Agreed Judgment and will take no action to attempt to discharge it.

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11. **EFFECT OF ANY ORDER OF CRIMINAL RESTITUTION.** The Settling Parties acknowledge that Kenneth Barfield is the subject of an investigation by the Travis County Texas Office of the District Attorney and may be subject to further investigations by other governmental agencies, both federal and state, any one of which may result in his criminal prosecution. In the event of any criminal prosecution in which a final order of any restitution is made as to Kenneth Barfield, all payments under such order by Kenneth Barfield, or made for his benefit by any third person, shall constitute a credit to the Agreed Judgment to the extent of any payment received by Plaintiffs.

12. **AUDIT RIGHTS.** The Barfield Defendants, other than Jan Barfield, hereby grant to Plaintiffs full and unconditional audit rights to themselves as well as any entity owned, now or in the future, directly or indirectly, in whole or in part, by any Barfield Defendant. Audit rights shall include, without limitation, sworn depositions no more frequently than once per year and access to all banking, investment, or other financial records to which any Barfield Defendant has possession, custody, control or access. In furtherance of these audit rights, the Barfield Defendants agree to retain copies of all financial records they receive for at least two years, which Plaintiffs may inspect at any time upon ten days written notice. The Barfield Defendants, other than Jan Barfield, further agree to provide to Plaintiffs a sworn schedule of assets no later than April 15<sup>th</sup> of each year, which schedule shall include all bank or other financial accounts over which Kenneth Barfield has direct or indirect access. The Barfield Defendants further agree to provide one representative of Plaintiffs with the user ID and password for any financial account they currently possess or open in the future. Plaintiffs shall maintain the confidentiality of such information and will use it solely to review and print account information and activity.

As of the date of this agreement, Plaintiffs' designated representative to receive bank account access is Curt Beck. Such representative may be changed by Plaintiffs upon written notice.

13. **ENTIRE AGREEMENT.** This Settlement Agreement constitutes the entire agreement between the Settling Parties, supersedes any pre-existing agreements, whether written or oral (including any memoranda of understanding) and shall not be modified, altered, or discharged except by writing and signed by each of the Settling Parties. The Settling Parties have not relied upon any other representations or statements, written or oral, concerning this Settlement Agreement.

14. **NO ADMISSION OF LIABILITY.** By executing this Settlement Agreement, the Settling Parties stipulate that it shall not constitute and may not be used to evidence any admission of any liability, civil or criminal, on the part of the Barfield Defendants, or any one of them.

15. **CHOICE OF LAW.** The Settlement Agreement is made and shall be enforced pursuant to the laws of Texas.

16. **COUNTERPARTS/SIGNATURES.** This Settlement Agreement may be executed in multiple identical counterparts, each of which when executed shall be deemed an original. Electronic or faxed signatures shall be considered original signatures.

17. **COOPERATION.** The Barfield Defendants hereby agree to fully cooperate with Plaintiffs in effectuating the terms of this settlement, including without limitation executing all documents reasonably needed to complete the real estate transactions listed in paragraph five, above. The Barfield Defendants shall further cooperate in Plaintiffs' attempt to recover any of the assets assigned to them pursuant to paragraph six, above, including without limitation the execution of any further documents needed to effectuate these transfers.

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18. **REPRESENTATION BY COUNSEL.** The Settling Parties each represent and warrant that they were represented by counsel of their own choosing in the negotiation of this Settlement Agreement and each is entering into it of his or her free will and without any duress or compulsion.

19. **JOINTLY DRAFTED.** The Settling Parties jointly drafted this Settlement Agreement and therefore no term or condition shall be construed against or in favor of any particular Settling Party.

20. **FAILURE OF TRANSFER OR TITLE.** If for any reason the transactions required by paragraph five do not occur or fail to transfer full and clear title to the Watchhill Property, upon Plaintiffs' written election, the following shall occur:

- a. the releases provided in paragraph three shall be null and void;
- b. the Barfield Defendants shall be deemed to have waived and forever released their right to assert res judicata, estoppel, laches, statute of limitations, or any other legal or equitable bar to Plaintiffs' filing suit over the same claims asserted in the above-captioned matter;
- c. Plaintiffs may file a subsequent lawsuit asserting, without limitation, the same claims asserted in the above-captioned matter; and
- d. Any payment made on the Agreed Judgment shall be accounted for as a credit to any judgment entered in the subsequent lawsuit.

21. **NOTICE.** Any notice required or permitted to be given under this Settlement Agreement will be considered properly made if mailed to either party by regular U.S. mail at the addresses noted below or if made by any other means of deliver if actually received. Either party may change their address for notices by complying with this paragraph.

**Notice to Plaintiffs:**

Curt Beck  
Falcon Seaboard Diversified, Inc.  
Vice President & Controller  
109 N. Post Oak Lane  
Suite 540  
Houston, Texas 77024

**Notice to Barfield Defendants**

Kenneth A. Barfield, Jr.  
C/o Mr. Det Dlam  
1956 Calcutta Drive  
Opelika, AL 36801

[Signature pages follow]

KB  
KAB



Kenneth A. Barfield, Jr.  
Kenneth A. Barfield, Jr.

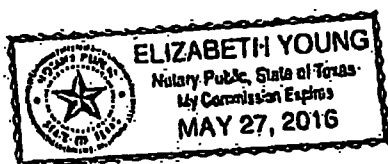
10/18/2013  
Date

SIGNED IN HIS INDIVIDUAL CAPACITY ON HIS OWN BEHALF AS WELL AS IN HIS REPRESENTATIVE CAPACITY ON BEHALF OF, AND AS A DULY APPOINTED AND AUTHORIZED REPRESENTATIVE OF, ALEXANDER GROUP CONSULTING, LLC; THE ALEXANDER GROUP, INC.; A. F. GAVIN, LLC; AUSTIN PROPERTIES, LLC; WESTERN PROPERTY DEVELOPMENT COMPANY, LLC; BENTLEY RESOURCES, LLC (TEXAS); AND BENTLEY RESOURCES, LLC (NEVADA)

BEFORE ME, the undersigned authority, on this day appeared Kenneth Barfield, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed this document for the purposes and considerations therein expressed in his individual capacity on his own behalf as well as in his representative capacity on behalf of, and as a duly appointed and authorized representative of, Alexander Group Consulting, LLC; The Alexander Group, Inc.; A. F. Gavin, LLC; Austin Properties, LLC; Western Property Development Company, LLC; Bentley Resources, LLC (Texas); and Bentley Resources, LLC (Nevada).

Given under my hand and seal of office this 17<sup>th</sup> day of October, 2013.

Notary Public in and for the State of Texas



10/18/2013  
gm

**Jan Barfield**

**Date**

**Given under my hand and seal of office this 17<sup>th</sup> day of October, 2013.**

 **ELIZABETH YOUNG**  
Notary Public, State of Texas  
My Commission Expires  
**MAY 27, 2016**

ktis 903

David H. Dewhurst

10-17-2013

David H. Dewhurst

Date

BEFORE ME, the undersigned authority, on this day appeared David H. Dewhurst, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed this document for the purposes and considerations therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of October, 2013.

Donna Artiaga

Notary Public in and for the State of Texas



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*Curt Beck*

*10/17/13*

David Dewhurst Committee  
By Curt Beck

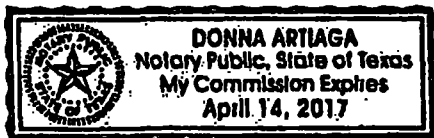
Date

BEFORE ME, the undersigned authority, on this day appeared Curt Beck, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he is the duly appointed representative of David Dewhurst Committee, and he has been authorized by it to execute this document for the purposes and considerations therein expressed.

Given under my hand and seal of office this 17<sup>th</sup> day of October, 2013.

*Donna Artiaga*

Notary Public in and for the State of Texas



*JB*

*K113*

*90*

*Gene Dewhurst*

*10-18-13*

Dewhurst for Texas

Date

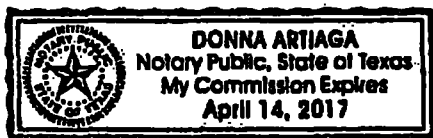
By E. H. (Gene) Dewhurst

BEFORE ME, the undersigned authority, on this day appeared E.H. (Gene) Dewhurst, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he is the duly appointed representative of Dewhurst for Texas, and he has been authorized by it to execute this document for the purposes and considerations therein expressed.

Given under my hand and seal of office this *18*<sup>th</sup> day of October, 2013.

*Donna Artiaga*

Notary Public in and for the State of Texas



*JB*  
*KAP* *gnd*

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KAS

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Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

### SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

1704441464  
That, KENNETH A. BARFIELD AND JAN BARFIELD, hereinafter collectively referred to as ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) and for other good and valuable consideration to Grantor paid by GEORGE A. SHANNON, JR., AS TRUSTEE OF THE BARFIELD LITIGATION SETTLEMENT TRUST ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, and by these presents do Grant, Bargain, Sell, and Convey unto the Grantee, whose mailing address is 1001 McKinney Street, Suite 1100, Houston, Texas 77002, its successors and assigns, all that certain tract or parcel of land lying and being situated in Travis County, Texas, located at 1606 Watchhill Road, Austin, Texas 78703 more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes ("Property").

The Property conveyed shall include all right, title and interest, if any, of Grantor in and to, (1) any land lying in a street, road, toll way, access way or easement (including any drainage or flood control easement) open or proposed, in front of, at the side of, adjoining, within or otherwise benefitting the Property, (2) the bed and banks of any bayou, stream, canal or ditch adjoining or adjacent to the Property, (3) all reversionary rights attributable to the Property, and (4) all rights of ingress and egress to the Property by way of open or dedicated roads and streets adjoining the Property.

This conveyance is made by Grantor and accepted subject only to the exceptions listed in Exhibit B hereto (the "Permitted Exceptions").

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantor, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under the undersigned, but not otherwise.

EXECUTED this 18<sup>th</sup> day of October, 2013.

JS

KAB gm  
Mr KAS

GRANTOR:

K. A. Barfield  
KENNETH A. BARFIELD

Jan Barfield  
JAN BARFIELD

THE STATE OF TEXAS

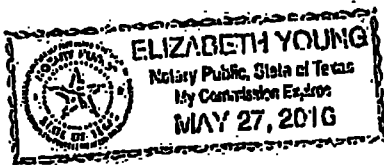
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COUNTY OF TRANS

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared KENNETH A. BARFIELD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 18<sup>th</sup> day of October, 2013.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS

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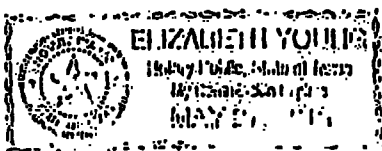
COUNTY OF TRANS

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BEFORE ME, the undersigned Notary Public, on this day personally appeared JAN BARFIELD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 18<sup>th</sup> day of October, 2013.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

LA3  
in KAN



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

Lot 6, of Sunset Hill Enfield, a subdivision in Travis County, Texas, according to the map or plat record in Volume 3, Page 164, of the Plat Records of Travis County, Texas.

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*JB*  
KAB  
PB *1/13*

# Exhibit B

JB  
KAR  
gr

17044413767

CAUSE NO. \_\_\_\_\_

DAVID DEWHURST COMMITTEE  
DEWHURST FOR TEXAS and DAVID H.  
DEWHURST,

Plaintiffs,

v.

KENNETH BARFIELD, JAN BARFIELD,  
ALEXANDER GROUP CONSULTING,  
LLC, THE ALEXANDER GROUP, INC.,  
A. F. GAVIN, LLC, AUSTIN  
PROPERTIES, LLC, WESTERN  
PROPERTY DEVELOPMENT  
COMPANY, LLC, BENTLEY  
RESOURCES, LLC (TEXAS), BENTLEY  
RESOURCES, LLC (NEVADA),  
MICHAEL LOONEY, BLACK PEARL  
EXPLORATION, LLC, BLACK PEARL  
SEISMIC, LLC, TESNUS ENERGY  
COMPANY, INC., and CORSAIR  
PARTNERS, LLC,

Defendants.

IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**AGREED APPLICATION FOR PERMANENT INJUNCTION**

Plaintiffs David Dewhurst Committee ("DDC"), Dewhurst For Texas ("DFT"), and David H. Dewhurst (collectively, "Plaintiffs"), with the agreement of Kenneth Barfield; Jan Barfield; Alexander Group Consulting, LLC; The Alexander Group, Inc.; A. F. Gavin, LLC; Austin Properties, LLC; Western Property Development Company, LLC; Bentley Resources, LLC (Texas); and Bentley Resources, LLC (Nevada) (collectively referred to as the "Barfield Defendants"), file this Agreed Application for Permanent Injunction and in support thereof would respectfully show the Court as follows:

In this case, Plaintiffs allege that Kenneth Barfield and various wholly owned entities embezzled millions of dollars from DDC and DFT over the course of several years. Plaintiffs

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allege that Barfield used the stolen money for his personal gain, including without limitation to fund his various business ventures and to pay personal and family expenses. Plaintiffs allege that Barfield and defendant Jan Barfield currently possess the stolen funds and/or the proceeds or mutations thereof. Plaintiffs asserted causes of action against the Barfield Defendants for fraud, breach of fiduciary duty, violation of the Theft Liability Act, conversion, and assumpsit/money had and received/unjust enrichment.

Plaintiffs and the Barfield Defendants have executed a Global Settlement Agreement to resolve Plaintiffs' claims against the Barfield Defendants. Pursuant to that Agreement, and in order to prevent imminent and irreparable injury to Plaintiffs, Plaintiffs and the Barfield Defendants request that the Court enter a permanent injunction in the form attached.


\_\_\_\_\_, 20\_\_\_\_

Respectfully submitted,



Adam T. Schramek  
State Bar No. 24033045  
Stephen Calhoun  
State Bar No. 24069457  
FULBRIGHT & JAWORSKI L.L.P.  
98 San Jacinto Boulevard, Suite 1100  
Austin, Texas 78701  
Telephone: (512) 474-5201  
Facsimile: (512) 536-4598  
**ATTORNEYS FOR PLAINTIFFS**

AGREED:



Dale Ossip Johnson  
State Bar No. 10700000  
THE JOHNSON FIRM, P.L.L.C.  
401 Whitestone Blvd.  
Cedar Park, Texas 78616  
Telephone: (512) 328-7764  
Facsimile: (202) 595-0017  
**ATTORNEY FOR BARFIELD DEFENDANTS**

CAUSE NO. \_\_\_\_\_

DAVID DEWHURST COMMITTEE  
DEWHURST FOR TEXAS and DAVID H.  
DEWHURST,

Plaintiffs,

v.

KENNETH BARFIELD, JAN BARFIELD,  
ALEXANDER GROUP CONSULTING,  
LLC, THE ALEXANDER GROUP, INC.,  
A. F. GAVIN, LLC, AUSTIN  
PROPERTIES, LLC, WESTERN  
PROPERTY DEVELOPMENT  
COMPANY, LLC, BENTLEY  
RESOURCES, LLC (TEXAS), BENTLEY  
RESOURCES, LLC (NEVADA),  
MICHAEL LOONEY, BLACK PEARL  
EXPLORATION, LLC, BLACK PEARL  
SEISMIC, LLC, TESNUS ENERGY  
COMPANY, INC., and CORSAIR  
PARTNERS, LLC,

Defendants.

IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**ORDER GRANTING AGREED PERMANENT INJUNCTION**

ON THIS DAY came on to be heard Plaintiffs' Agreed Application for Permanent Injunction ("Agreed Application"). After considering the Agreed Application, the Court finds that Plaintiffs are entitled to a Permanent Injunction. Accordingly, the Agreed Application is hereby GRANTED.

IT IS THEREFORE ORDERED that Defendants Kenneth Barfield and Jan Barfield shall immediately (i) vacate the property at 1606 Watchhill Road, Austin, Texas, 78703 (the "Watchhill Property"); (ii) remove all of their belongings from the Watchhill Property; (iii) turn over possession and control of the Watchhill Property to the Trustee of The Barfield Litigation Settlement Trust (the "Trustee"); and (iv) provide to the Trustee all items and/or information

1643 JB  
gms

relating to access to the Watchhill Property, including without limitation all keys, garage door  
openers, and security codes.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JUDGE PRESIDING

AGREED AS TO FORM  
AND SUBSTANCE



Adam T. Schramek  
State Bar No. 24033045  
Stephen Callhoun  
State Bar No. 24069457  
FULBRIGHT & JAWORSKI L.L.P.  
98 San Jacinto Boulevard, Suite 1100  
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Telephone: (512) 474-5201  
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**ATTORNEYS FOR PLAINTIFFS**



Dale Ossip Johnson  
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Cedar Park, Texas 78616  
Telephone: (512) 328-7764  
Facsimile: (202) 595-0017  
**ATTORNEY FOR BARFIELD DEFENDANTS**

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# Exhibit C

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gm  
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3. Dewhurst has paid said sum of money to the Holder with the express understanding and agreement of and by the Barfields that Dewhurst would be subrogated and entitled to the same rights and remedies under and with respect to the Loan Documents as the Holder held and possessed at the time immediately prior to the receipt by the Holder of said moneys paid by Dewhurst to the Holder.

4. The Note, the Deed of Trust and the other Loan Documents are and remain in full force and effect, in accordance with their respective terms and evidence and provide for the valid and subsisting obligations of Barfield, now or hereafter existing, as provided therein, and the security for the payment and performance of all obligations of the Barfields stated or described in or arising on or under the Loan Documents. This acknowledgment and agreement by the Barfields shall supersede and prevail over any release currently or hereafter executed or filed of record by the Holder, the Trustee or any other party.

5. Dewhurst is the current owner and holder of the Loan Documents and the indebtedness and security evidenced thereby as fully and for all purposes as if Dewhurst had been the Payee named in the Note and the beneficiary under the Deed of Trust and there had been no transfer or assignment, or purported discharge and release, of the Note and the other Loan Documents by the Payee or the Holder.

6. The Barfields will not bring or maintain any suit, proceeding or cause of action against Dewhurst or any subsequent owner or holder of the Note, the Deed of Trust and other Loan Documents in which the Barfields claim that the Loan Documents or any of them are invalid, unenforceable or cannot be validly enforced by Dewhurst against Barfield, or any other person now or hereafter becoming liable for the obligations of the Barfields, now existing or hereafter to arise, under the Loan Documents, or against the Property or any other properties, rights, titles, interests or estates of any kind or nature (whether real, personal or mixed) now or hereafter securing the payment of the Note, the indebtedness evidenced thereby and any and all other indebtedness and obligations secured by the Loan Documents.

7. This Subrogation Agreement shall be binding upon the Barfields, their heirs and assigns, and shall inure to the benefit of Dewhurst and their respective heirs, successors and assigns.

8. This Subrogation Agreement is executed and delivered pursuant to the Settlement Agreement and shall be construed and enforced consistent with the terms and provisions of the Settlement Agreement.

9. This Subrogation Agreement may be executed in multiple counterparts with each being an original but all constituting one and the same instrument.



10. This Subrogation Agreement is entered into for the benefit of David H. Dewhurst, and it can be terminated and released of record by him, and only by him, at his sole discretion.

EXECUTED as of the date first written in this Subrogation Agreement.

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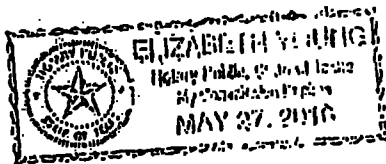


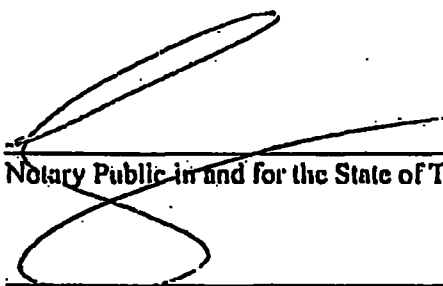
 Kenneth A. Barfield	 Jan O. Barfield
--	---

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on October 18, 2013,  
by KENNETH BARFIELD.



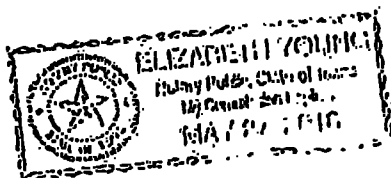
  
Notary Public in and for the State of Texas

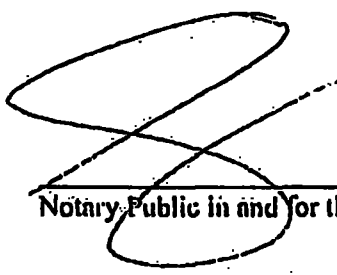
Print Notary's Name Above

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on October 18, 2013,  
by JAN O. BARFIELD.



  
Notary Public in and for the State of Texas

Print Notary's Name Above

*KB*  
*KAB*  
*gob*

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# Exhibit D

KAH  
J  
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17044413775

CAUSE NO. \_\_\_\_\_

DAVID DEWHURST COMMITTEE  
DEWHURST FOR TEXAS and DAVID H.  
DEWHURST,

Plaintiffs,

v.

KENNETH BARFIELD, JAN BARFIELD,  
ALEXANDER GROUP CONSULTING,  
LLC, THE ALEXANDER GROUP, INC.,  
A. F. GAVIN, LLC, AUSTIN  
PROPERTIES, LLC, WESTERN  
PROPERTY DEVELOPMENT  
COMPANY, LLC, BENTLEY  
RESOURCES, LLC (TEXAS), BENTLEY  
RESOURCES, LLC (NEVADA),

Defendants.

IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**JOINT MOTION TO ENTER FINAL JUDGMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW PLAINTIFFS David Dewhurst Committee, Dewhurst for Texas and David H. Dewhurst (collectively "Plaintiffs") and DEFENDANTS Kenneth Barfield, Jan Barfield, Alexander Group Consulting, LLC, the Alexander Group, Inc., A.F. Gavin, LLC, Austin Properties, LLC, Western Property Development Company, LLC, Bentley Resources, LLC (Texas), and Bentley Resources, LLC (Nevada), who file this Joint Motion to Enter Final Judgment.

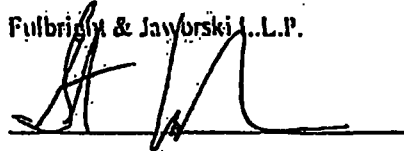
All matters in dispute in the above captioned lawsuit between Plaintiffs on the one hand and the Barfield Defendants and Jan Barfield on the other hand have been fully and finally compromised and settled. As a result, movants ask the Court to enter an agreed, final judgment.

Therefore, Movants pray that this Court enter the final judgment agreed by the parties, attached as Exhibit "A."

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Respectfully submitted,

Fulbright & Jaworski L.L.P.



Adam T. Schramek

State Bar No. 24033045

Stephen Calhoun

State Bar No. 24069457


98 San Jacinto Boulevard, Suite 1100

Austin, Texas 78701

Telephone: (512) 474-5201

Facsimile: (512) 536-4598

ATTORNEYS FOR PLAINTIFFS

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**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing was served in accordance with the  
Texas Rules of Civil Procedure on \_\_\_\_\_, 2013, as follows:

Dale Ossip Johnson  
The Johnson Firm, P.L.L.C.  
401 Whitestone Blvd.  
Cedar Park, Texas 78616

*By E-mail per agreement*

KAJ  
m  
JB

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CAUSE NO. \_\_\_\_\_

DAVID DEWHURST COMMITTEE  
DEWHURST FOR TEXAS and DAVID H.  
DEWHURST,

Plaintiffs,

v.

KENNETH BARFIELD, JAN BARFIELD,  
ALEXANDER GROUP CONSULTING,  
LLC, THE ALEXANDER GROUP, INC.,  
A. F. GAVIN, LLC, AUSTIN  
PROPERTIES, LLC, WESTERN  
PROPERTY DEVELOPMENT  
COMPANY, LLC, BENTLEY  
RESOURCES, LLC (TEXAS), BENTLEY  
RESOURCES, LLC (NEVADA).

Defendants.

IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**AGREED FINAL JUDGMENT**

BE IT REMEMBERED that the above-styled cause case on for adjudication upon the merits, pursuant to the agreement of the parties as reflected by their signatures below. The parties to this cause are PLAINTIFFS David Dewhurst Committee, Dewhurst for Texas and David H. Dewhurst and DEFENDANTS Kenneth Barfield, Jan Barfield, Alexander Group Consulting, LLC, the Alexander Group, Inc., A.F. Gavin, LLC, Austin Properties, LLC, Western Property Development Company, LLC, Bentley Resources, LLC (Texas), and Bentley Resources, LLC (Nevada). Plaintiffs and Defendants make their appearance by and through their undersigned attorneys of record. The parties having advised the Court that all matters in dispute in the above captioned matter have been settled and resolved, and that Defendants, in accordance with the settlement, have agreed to the entry of this Agreed Final Judgment.

The Court, in consideration of the agreement of the parties, is of the opinion that this Agreed Final Judgment should be entered in favor of Plaintiffs David Dewhurst Committee, Dewhurst for Texas and David H. Dewhurst.

IT IS THEREFORE ORDERED that the Court hereby impresses a constructive trust in favor of Plaintiffs David Dewhurst Committee and Dewhurst for Texas over the following described property, to wit:

Lot 6, of Sunset Hill Enfield, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, Page 164, of the Plat Records of Travis County, Texas and bearing the street address of 1606 Watchhill Road, Austin, Texas 78703

(hereafter the "Watchhill Property");

IT IS FURTHER ORDERED that the Court hereby awards an equitable lien to Plaintiffs David Dewhurst Committee and Dewhurst for Texas over Watchhill Property;

IT IS FURTHER ORDERED that Plaintiffs David Dewhurst Committee and Dewhurst for Texas are the true owners of the Watchhill Property, which is being held for their sole benefit by Defendants Kenneth Barfield and Jan Barfield;

IT IS FURTHER ORDERED that Plaintiffs David Dewhurst Committee and Dewhurst for Texas are awarded judgment of, from and against, jointly and severally, Defendants Kenneth Barfield, Alexander Group Consulting, LLC, the Alexander Group, Inc., A.F. Gavin, LLC, Austin Properties, LLC, Western Property Development Company, LLC, Bentley Resources, LLC (Texas), and Bentley Resources, LLC (Nevada), the total sum of THREE MILLION, SEVEN HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$3,750,000.00);

IT IS FURTHER ORDERED that this judgment shall bear interest at the rate of five percent (5%) per annum (which is \$513.70 per diem) from the date of this Agreed Judgment until it is paid; and

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IT IS FURTHER ORDERED that each party shall bear its own court costs and attorney fees related to the litigation.

All relief not expressly granted herein is DENIED. This is a FINAL JUDGMENT.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JUDGE PRESIDING

AGREED:

\_\_\_\_\_  
Adam T. Schramek  
FULBRIGHT & JAWORSKI, LLP

ATTORNEYS FOR PLAINTIFFS DAVID DEWHURST COMMITTEE, DEWHURST FOR TEXAS AND DAVID H. DEWHURST

  
Dale Johnson  
The Johnson Firm

ATTORNEYS FOR DEFENDANTS KENNETH BARFIELD, JAN BARFIELD, ALEXANDER GROUP CONSULTING, LLC, THE ALEXANDER GROUP, INC., A.F. GAVIN, LLC, AUSTIN PROPERTIES, LLC, WESTERN PROPERTY DEVELOPMENT COMPANY, LLC, BENTLEY RESOURCES, LLC (TEXAS), AND BENTLEY RESOURCES, LLC (NEVADA).

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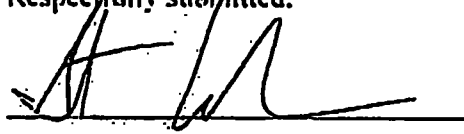
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Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction be modified to remove any and all restrictions relating to the property located at 1606 Watchhill Road, Austin, Texas 78703, including without limitation any restriction on Kenneth Barfield and Jan Barfield's right to convey the property to The Barfield Litigation Settlement Trust.

3. That to effect this modification, the Court's August 9, 2013 Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction be replaced with the Modified Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction, attached hereto.

4. That Barfield Defendants' waiver of all procedural formalities in relation to the August 9, 2013 Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction shall apply to the Modified Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction.

5. That the cash in lieu of bond posted by Plaintiff for the August 9, 2013 Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction shall apply to the Modified Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction.

Respectfully submitted.



Adam T. Schramek  
State Bar No. 24033045  
Stephen Calhoun  
State Bar No. 24069457  
FULBRIGHT & JAWORSKI L.L.P.  
98 San Jacinto Boulevard, Suite 1100  
Austin, Texas 78701  
Telephone: (512) 474-5201  
Facsimile: (512) 536-4598

*ATTORNEYS FOR PLAINTIFFS*

AGREED:



Dale Ossip Johnson  
State Bar No. 10700000  
THE JOHNSON FIRM, P.L.L.C.  
401 Whitestone Blvd.  
Cedar Park, Texas 78616  
Telephone: (512) 328-7764  
Facsimile: (202) 595-0017

*ATTORNEY FOR BARFIELD DEFENDANTS*

CAUSE NO. D-1-GN-13-000820

DAVID DEWHURST COMMITTEE  
DEWHURST FOR TEXAS and DAVID H.  
DEWHURST,

Plaintiffs,

v.

KENNETH BARFIELD, JAN BARFIELD,  
ALEXANDER GROUP CONSULTING,  
LLC, THE ALEXANDER GROUP, INC.,  
A. F. GAVIN, LLC, AUSTIN  
PROPERTIES, LLC, WESTERN  
PROPERTY DEVELOPMENT  
COMPANY, LLC, BENTLEY  
RESOURCES, LLC (TEXAS), BENTLEY  
RESOURCES, LLC (NEVADA),  
MICHAEL LOONEY, BLACK PEARL  
EXPLORATION, LLC, BLACK PEARL  
SEISMIC, LLC, TESNUS ENERGY  
COMPANY, INC., and CORSAIR  
PARTNERS, LLC,

Defendants.

IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

53<sup>rd</sup> JUDICIAL DISTRICT

**MODIFIED ORDER APPROVING TEX. R. CIV. P. AGREEMENT AND GRANTING  
AGREED TEMPORARY INJUNCTION**

ON THIS DAY came on to be considered the Tex. R. Civ. P. 11 Agreement to Modify Agreed Temporary Injunction, filed by Plaintiffs David Dewhurst Committee ("DDC"), Dewhurst For Texas ("DFT"), and David H. Dewhurst (collectively, "Plaintiffs") and Kenneth Barfield; Jan Barfield; Alexander Group Consulting, LLC; The Alexander Group, Inc.; A. F. Gavin, LLC; Austin Properties, LLC; Western Property Development Company, LLC; Bentley Resources, LLC (Texas); and Bentley Resources, LLC (Nevada) (collectively referred to as the "Barfield Defendants"). It appearing to the Court that the agreement complies with Texas Rule

of Civil Procedure 11, should be adopted and approved by the Court and the following Modified Temporary Injunction be entered, it is:

**ORDERED** that the August 9, 2013 Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction is modified to remove any and all restrictions relating to the property located at 1606 Watchhill Road, Austin, Texas 78703, including without limitation any restriction on Kenneth Barfield and Jan Barfield's right to convey the property to The Barfield Litigation Settlement Trust.

**FURTHER ORDERED** that this Modified Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction is in all things approved and adopted by the Court, and it modifies and replaces the Court's August 9, 2013 Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction;

**FURTHER ORDERED** that the Barfield Defendants, their agents, officers, servants, employees, representatives, attorneys, and any other person in active concert or participation with them are hereby **RESTRAINED AND ENJOINED** from the following:

a. spending, disbursing, or using any funds received by Defendants, or any one of them, regardless of reason, from R. Michael Looney, Black Pearl Exploration, Corsair Partners, or any other business organization or entity owned in whole or in part, directly or indirectly, by Mr. Looney, including without limitation any return of capital account funds or loan repayments;

**FURTHER ORDERED** that the Barfield Defendants shall deposit any funds received by the Barfield Defendants, or any one of them, regardless of reason, from R. Michael Looney or any business organization or entity that R. Michael Looney owns in whole or in part, directly or indirectly, into either an interest bearing escrow account approved by Plaintiffs or the registry of the Court;

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**FURTHER ORDERED** that, the Barfield Defendants have waived all procedural formalities and requirements for injunctive relief under the Texas Rules.

**FURTHER ORDERED** that the \$500 cash in lieu of bond previously posted by Plaintiffs for the August 9, 2013 Order Approving Tex. R. Civ. P. Agreement and Granting Agreed Temporary Injunction shall apply to this Modified Temporary Injunction;

**FURTHER ORDERED** that this matter is set for jury trial on the merits on January 27, 2014, with all parties retaining their right to move for continuance of such trial date as needed in accordance with the Texas Rules;

**FURTHER ORDERED** that this Modified Temporary Injunction shall continue in full force and effect until further order of the Court; and

**FINALLY ORDERED** that the Clerk of this Court shall issue the writ of injunction granted herein. This being an agreed injunction, no service to Defendants is required.

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**DISTRICT JUDGE PRESIDING**

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AGREED AS TO FORM  
AND SUBSTANCE



Adam T. Schramek

State Bar No. 24033045

Stephen Calhoun

State Bar No. 24069457

FULBRIGHT & JAWORSKI L.L.P.

98 San Jacinto Boulevard, Suite 1100

Austin, Texas 78701

Telephone: (512) 474-5201

Facsimile: (512) 536-4598

**ATTORNEYS FOR PLAINTIFFS**



Dale Ossip Johnson

State Bar No. 10700000

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401 Whitestone Blvd.

Cedar Park, Texas 78616

Telephone: (512) 328-7764

Facsimile: (202) 595-0017

**ATTORNEY FOR DEFENDANTS**

1700444-1144-787